

1 UNITED STATES BANKRUPTCY COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN FRANCISCO DIVISION

4 In re:

5 PG&E CORPORATION

6 - and -

7 PACIFIC GAS AND ELECTRIC
8 COMPANY,

9 Debtors.

Bankruptcy Case
No. 19-30088 (DM)

Chapter 11
(Lead Case)
(Jointly Administered)

**DECLARATION OF JOSEPH M.
EARLEY III IN OPPOSITION TO
DECLARATION OF JEREMIAH F.
HALLISEY, ESQ. IN SUPPORT OF
JOINDER OF CERTAIN FIRE VICTIMS
IN WILLIAM B. ABRAMS MOTION TO
DESIGNATE IMPROPERLY
SOLICITED VOTES PURSUANT TO 11
U.S.C. §1125(B) AND 1126(E) AND
BANKRUPTCY RULE 2019**

- 12 ☐ Affects PG&E Corporation
13 ☐ Affects Pacific Gas and Electric Company
14 ☒ Affects both Debtors

15 * All papers shall be filed in the Lead Case,
16 No. 19-30088 (DM).

Date: May 12, 2020
Time: 10:00 a.m. (Pacific Time)
Place: United States Bankruptcy Court
Courtroom 17, 16th Floor
450 Golden Gate Avenue
San Francisco, CA 94102

Re: Docket No. 6799, 6964, 6963

17
18 **DECLARATION OF JOSEPH M. EARLEY III**

19 Joseph M. Earley III declares the following pursuant to 28 U.S.C. § 1746:

20 1. I am an attorney licensed to practice law in California. I have owned and operated
21 the Law Office of Joseph M. Earley in Paradise, CA until my office burned in the Camp Fire. I run
22 my practice in Chico, CA until I am able to rebuild my home and office in Paradise.

23 2. I currently represent approximately 10,000 clients within the Watts Guerra group
24 concerning the wildfires subject to the proposed settlement.

25 3. My family and I are also clients of Watts Guerra given we lost our home and
26 possessions in the CAMP Fire.
27
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1 4. In Paragraph 2 of her Declaration, POOL writes, “[a]t the time I engaged Mr. Earley,
2 *I did not understand that Watts Guerra would also be representing me and managing my claim.*”
3 (Doc. #7140, p. 9). However, she signed an Attorneys’ Fees Contract on January 19, 2020 that
4 specifically states otherwise. That contract with my firm and WATTS GUERRA. In that contract,
5 POOL personally signed a Contract of Employment and Consent to Fee Sharing (Camp Fire) that
6 stated:

- 8 - “The undersigned called “Client” (Client’s printed name – Debbie Pool), hereby
9 employs the Law Office of Doug Boxer, Law Office of Joseph Earley, Watts
10 Guerra LLP, and Mauro O’Neill Archer LLC, called “the Firms,” as my
11 attorneys to represent me in all claims, suits, or other matters arising out of and
12 resulting from damages suffered by me from the November 2018 wildfire
13 occurring in Butte County, California.
- 14 - 3. CONTINGENCY FEE ARRANGEMENT. The Firms will assume joint
15 responsibility for the Client’s representation....
- 16 - 3. Client consents to the Firms’ sharing these attorneys’ fees as follows: 5% to
17 the Law Office of Douglas Boxer, 5% to the Law Office of Joseph Earley, 60%
18 to Watts Guerra LLP and 30% to Mauro O’Neill Archer LLC.

19 5. In Paragraph 2 of her Declaration, POOL writes, “Attached as Exhibit A are true
20 and correct copies of two emails urging me to accept the Plan and that I received in February 2020.”
21 First, my email dated February 14, 2020 was not a solicitation for her vote prior to the transmittal
22 of the court-ordered Disclosure Statement; rather it was my reply to an email she sent to me. A
23 true, correct, and complete copy of my email exchange with POOL on February 16, 2020 is attached
24 as Exhibit “A” to this Declaration. Second, POOL confuses my weekly client update email on
25 February 21, 2020 with a solicitation for her to accept the Plan. It was not, it merely served to
26 update her, and other clients, as to that week’s goings on in the litigation. Since shortly after the
27 filing of this bankruptcy in March of 2019, I have endeavored to send my joint clients with WATTS
28 GUERRA a weekly email. My weekly updates were sent on the following dates prior to the
initiation of ballot solicitation in this bankruptcy case:

1 - 3/15/19 - PG&E Lawsuit - March 14th Weekly Update;
2 - 3/21/19 - PG&E Lawsuit - March 21st Weekly Update;
3 - 3/29/19 - PG&E Lawsuit - March 29th Weekly Update;
4
5 - 4/5/19 - PG&E Lawsuit - April 5th Weekly Update;
6 - 4/12/19 - PG&E Lawsuit - April 12th Weekly Update;
7 - 4/18/19 - PG&E Lawsuit - April 18th Weekly Update;
8 - 4/26/19 - PG&E Lawsuit - April 26th Weekly Update;
9 - 5/3/19 - PG&E Lawsuit - May 3rd Weekly Update;
10 - 5/10/19 - PG&E Lawsuit - May 10th Weekly Update;
11 - 5/18/19 - PG&E Lawsuit - May 18th Weekly Update;
12 - 5/25/19 - PG&E Lawsuit - May 25th Weekly Update;
13 - 5/31/19 - PG&E Lawsuit - May 31st Weekly Update;
14 - 6/7/19 - PG&E Lawsuit - June 7th Weekly Update;
15 - 6/14/19 - PG&E Lawsuit - June 14th Weekly Update;
16 - 6/21/19 - PG&E Lawsuit - June 21st Weekly Update;
17 - 6/28/19 - PG&E Lawsuit - June 28th Weekly Update;
18 - 7/12/19 - PG&E Lawsuit - July 12th Weekly Update;
19 - 7/19/19 - PG&E Lawsuit - July 19th Weekly Update;
20 - 7/26/19 - PG&E Lawsuit - July 26th Weekly Update;
21 - 8/2/19 - PG&E Lawsuit - August 2nd Weekly Update;
22 - 8/9/19 - PG&E Lawsuit - August 9th Weekly Update;
23 - 8/16/19 - PG&E Lawsuit - August 16th Weekly Update;
24 - 8/23/19 - PG&E Lawsuit - August 23rd Weekly Update;
25 - 8/30/19 - PG&E Lawsuit - August 30th Weekly Update;
26 - 9/6/19 - PG&E Lawsuit - September 6th Weekly Update;
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- 1 - 9/13/19 - PG&E Lawsuit - September 13th Weekly Update;
- 2 - 9/20/19 - PG&E Lawsuit - September 20th Weekly Update;
- 3 - 9/27/19 - PG&E Lawsuit - September 27th Weekly Update;
- 4 - 10/4/19 - PG&E Lawsuit - October 4th Weekly Update;
- 5 - 10/11/19 - PG&E Lawsuit - October 11th Weekly Update;
- 6 - 10/18/19 - PG&E Lawsuit - October 18th Weekly Update;
- 7 - 10/25/19 - PG&E Lawsuit - October 25th Weekly Update;
- 8 - 11/1/19 - PG&E Lawsuit - November 1st Weekly Update;
- 9 - 11/8/19 - PG&E Lawsuit - November 8th Weekly Update;
- 10 - 11/15/19 - PG&E Lawsuit - November 15th Weekly Update;
- 11 - 11/22/19 - PG&E Lawsuit - November 22nd Weekly Update;
- 12 - 11/29/19 - PG&E Lawsuit - November 29th Weekly Update;
- 13 - 12/6/19 - PG&E Lawsuit - December 6th Weekly Update;
- 14 - 12/13/19 - PG&E Lawsuit - December 13th Weekly Update;
- 15 - 12/20/19 - December 20th PG&E Lawsuit Update;
- 16 - 12/27/19 - December 27th PG&E Lawsuit Update;
- 17 - 1/3/20 - January 3rd PG&E Lawsuit Update;
- 18 - 1/10/20 - January 10th PG&E Lawsuit Update;
- 19 - 1/17/20 - January 17th PG&E Lawsuit Update;
- 20 - 1/24/20 - January 24th PG&E Lawsuit Update;
- 21 - 01/31/2020 - PG&E Lawsuit - January 31st Weekly Update;
- 22 - 02/07/2020 - PG&E Lawsuit - February 7th Weekly Update;
- 23 - 02/14/2020 - PG&E Lawsuit - February 14th Weekly Update;
- 24 - 02/21/2020 - PG&E Lawsuit - February 21st Weekly Update;
- 25 - 02/28/2020 - PG&E Lawsuit - February 28th Weekly Update;
- 26 - 03/06/2020 - PG&E Lawsuit - March 6th Weekly Update;

- 03/13/2020 - PG&E Lawsuit - March 13th Client Update;
- 03/20/2020 - PG&E Lawsuit - March 20th Client Update; and
- 03/27/2020 - March 27th Client Update.

No email from me, nor any other lawyer working with WATTS GUERRA, ever solicited a vote from any of its clients prior to March 31, 2020 when it transmitted to its clients the court-ordered materials, including the court-approved Disclosure Statement. No client of WATTS GUERRA, nor of Joe Earley, nor any other lawyer working with WATTS GUERRA, was even given an opportunity to vote prior to March 31, 2020.

6. Rather, Exhibit B to the Declaration of POOL is the first solicitation by WATTS GUERRA, or any lawyer with whom it is working, of a vote on the Plan, and it was emailed together with a transmission of all court-ordered materials, including the Disclosure Statement on March 31, 2020.

7. POOL confuses my weekly client update email on February 21, 2010 with a solicitation for her to accept the Plan. Indeed, no email from me, nor any other lawyer working with WATTS GUERRA, ever solicited a vote from any of its clients prior to March 31, 2020 when it transmitted to its clients the court-ordered materials, including the court-approved Disclosure Statement. No client of mine was even given an opportunity to vote prior to March 31, 2020.

8. Moreover, I have continued my habit of communicating weekly with my clients since the voting period began. Since March 31, 2020, I have sent out the following weekly client updates:

- 04/03/2020 - April 3rd Client Update;
- 04/10/2020 - April 10th Client Update;
- 04/17/2020 - April 17th Client Update;
- 04/24/2020 - April 24th Client Update;

- 1 - 05/01/2020 - Bankruptcy Vote / Settlement Claims Update; and
2 - 05/08/2020 - May 8th Client Update.

3 9. I declare under penalty of perjury under the laws of the United States and the State
4 of California that the forgoing is true and correct and executed this 11th day of May 2020.

5 Dated May 11, 2020

6 Respectfully submitted,

7
8 /s/ Joseph M. Earley III
9 Joseph M. Earley III